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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 John Clark Buchanan, II,

10 Plaintiff,

11 v.

12 Randhir Ghandi, et al.,

13 Defendants.
14

No. CV-22-01482-PHX-SMB

ORDER

15 Pending before the Court is Defendants' Randhir Gandhi, Select Portfolio Servicing
16 Inc., and MEB REO Loan Trust IV (collectively, the "SPS Defendants") Motion to Dismiss
17 Plaintiff's Second Amended Complaint ("SAC") (Doc. 54) (Doc. 62) and Defendants'
18 Buchalter, A Professional Corporation, Buzzi L. Shindler, and Stephen F. Best
19 (collectively, the "Buchalter Defendants") Motion to Dismiss Plaintiff's Second Amended
20 Complaint (Doc. 64). Finding that oral argument is not necessary to resolve the pending
21 motions and having considered the parties' briefing and relevant case law, the Court will
22 grant both Motions.

23 **I. FACTUAL BACKGROUND**

24 The Court set forth this case's factual background in its previous Order denying a
25 Temporary Restraining Order ("TRO"). (*See* Doc. 86.) For ease of reference, the Court
26 now repeats that background here.

27 On July 26, 2005, Plaintiff and Bank of America, N.A. ("BANA") executed a
28 Promissory Note titled "Bank of America Equity Maximizer Agreement and Disclosure

1 Statement” (“Loan Agreement”), which detailed Plaintiff’s \$150,000 credit line to
2 purchase the property in question. (*See* Docs. 9 at 3; 9-1 at 2–3, 9.) The Promissory Note
3 was secured by a Deed of Trust. (Docs. 9 at 3; 9-2 at 7.) The Deed of Trust was signed by
4 Plaintiff and Theresa Buchanan. (Docs. 9 at 3; 9-2 at 2.) On August 15, 2005, the Deed
5 was recorded in the Pinal County Recorder’s Office as Instrument No. 2005- 104177.
6 (Docs. 9 at 3; 9-2 at 2.) BANA executed a Notice of Substitution of Trustee on August 10,
7 2016, naming Quality Loan Service Corporation as the Substitute Trustee under the Deed
8 of Trust. (Docs. 9 at 3; 9-3 at 2.) BANA recorded the Notice of Substitution of Trustee
9 with the Pinal County Recorder’s Office. (Docs. 9 at 3; 9-3 at 2.)

10 On December 27, 2019, BANA assigned all interests in the property to the
11 beneficiary through its servicing agent, Defendant Select Portfolio Servicing, Inc. (“SPS”).
12 (Docs. 9 at 3–4; 9-4 at 2.) Plaintiff made timely payments under the Loan Agreement for
13 eleven years, ceased making regular and timely payments in 2016, and stopped making
14 payments entirely in 2017. (*See* Doc. 54 at 17.) Defendants assert that between 2016 and
15 2021, either BANA or SPS offered loan assistance to Plaintiff. (*See* Docs. 9 at 4; 9-5; 9-
16 6.) Defendants claim that Plaintiff either failed to provide the necessary documents or
17 rejected the offers for loan assistance. (Doc. 9 at 4.) Defendants further claim that BANA
18 and SPS provided notices to Plaintiff regarding potential foreclosure due to missed
19 payments. (*Id.*) Defendants allege that on November 12, 2019, SPS delivered a letter to
20 Plaintiff, informing Plaintiff that a foreclosure sale for his property was scheduled for
21 December 4, 2019. (Doc. 9-6.) Ultimately, the foreclosure sale was continued for nearly
22 three years, and the property was eventually sold on September 6, 2022. (*See* Docs. 9-7;
23 9-8.)

24 Plaintiff filed his original Complaint on September 1, 2022. (Doc 1.) The SPS
25 Defendants filed a Motion to Dismiss (Doc. 10.) Without seeking leave Plaintiff filed his
26 First Amended Complaint (“FAC”), (Doc. 13.), whereby he added the Buchalter
27 Defendants as additional defendants. Both sets of Defendants filed Motions to Dismiss,
28 which the Court granted without prejudice. (Doc. 46.) Plaintiff filed his Second Amended

1 Complaint on August 4, 2022, to which both sets of Defendants have filed Motions to
 2 Dismiss for failure to state a claim. (Docs. 62; 64.) These Motions are now before the
 3 Court here.

4 **II. LEGAL STANDARD**

5 To survive a Rule 12(b)(6) motion for failure to state a claim, a complaint must meet
 6 the requirements of Rule 8(a)(2). Rule 8(a)(2) requires a “short and plain statement of the
 7 claim showing that the pleader is entitled to relief,” so that the defendant has “fair notice
 8 of what the . . . claim is and the grounds upon which it rests.” *Bell Atl. Corp. v. Twombly*,
 9 550 U.S. 544, 555 (2007) (quoting *Conley v. Gibson*, 355 U.S. 41, 47 (1957)). This exists
 10 if the pleader sets forth “factual content that allows the court to draw the reasonable
 11 inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556
 12 U.S. 662, 678 (2009). “Threadbare recitals of the elements of a cause of action, supported
 13 by mere conclusory statements, do not suffice.” *Id.* Plausibility does not equal
 14 “probability,” but requires “more than a sheer possibility that a defendant has acted
 15 unlawfully.” *Id.* “Where a complaint pleads facts that are ‘merely consistent with’ a
 16 defendant’s liability, it ‘stops short of the line between possibility and plausibility’.” *Id.*
 17 (quoting *Twombly*, 550 U.S. at 557).

18 Dismissal under Rule 12(b)(6) “can be based on the lack of a cognizable legal theory
 19 or the absence of sufficient facts alleged under a cognizable legal theory.” *Balistreri v.*
 20 *Pacifica Police Dep’t*, 901 F.2d 696, 699 (9th Cir. 1988). A complaint that sets forth a
 21 cognizable legal theory will survive a motion to dismiss if it contains sufficient factual
 22 matter, which, if accepted as true, states a claim to relief that is “plausible on its face.”
 23 *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 570).

24 In ruling on a Rule 12(b)(6) motion to dismiss, the well-pled factual allegations are
 25 taken as true and construed in the light most favorable to the nonmoving party. *Cousins v.*
 26 *Lockyer*, 568 F.3d 1063, 1067 (9th Cir. 2009). However, legal conclusions couched as
 27 factual allegations are not given a presumption of truthfulness, and “conclusory allegations
 28 of law and unwarranted inferences are not sufficient to defeat a motion to dismiss.” *Pareto*

1 *v. FDIC*, 139 F.3d 696, 699 (9th Cir. 1998). A court ordinarily may not consider evidence
 2 outside the pleadings in ruling on a Rule 12(b)(6) motion to dismiss. *See United States v.*
 3 *Ritchie*, 342 F.3d 903, 907 (9th Cir. 2003). “A court may, however, consider materials—
 4 documents attached to the complaint, documents incorporated by reference in the
 5 complaint, or matters of judicial notice—without converting the motion to dismiss into a
 6 motion for summary judgment.” *Id.* at 908.

7 **III. DISCUSSION**

8 As an initial matter, the Court agrees with SPS Defendants that Plaintiffs’ SAC is
 9 riddled with conclusory statements that make it difficult to find a “short and plain statement
 10 showing that the [Plaintiff] is entitled to relief” as to any of his claims. Fed. R. Civ. P.
 11 8(a)(2). Although pro-se plaintiffs are held to a less stringent pleading standard, conclusory
 12 and vague allegations will still not support a cause of action. *Ivey v. Bd. Of Regents of the*
 13 *Univ. of Alaska*, 673 F.2d 266, 268 (9th Cir. 1982). Further, Plaintiff does not clearly assert
 14 which claims are being brought against which Defendants. For this reason, the Court will
 15 analyze each claim as applied to both the SPS and Buchalter Defendants. As Plaintiff made
 16 only marginal, unsubstantial alterations from his FAC, this analysis largely mirrors the
 17 Court’s May 11, 2023 analysis. (Doc. 46.)

18 Additionally, the Buchalter Defendants argue that their Motion should be granted
 19 because (1) Plaintiff failed to timely serve them and (2) Plaintiff did not file his response
 20 in accordance with LRCiv 7.2(c). (Doc. 64 at 7; Doc. 75 at 2.) Plaintiff offers evidence of
 21 service in his response (Doc. 71-1 at 3) and Defendants do not re-raise this issue in their
 22 reply (Doc. 77). However, the Court need not address the service issue because Plaintiff’s
 23 claims fail to meet the 12(b)(6) pleading standard. Further, although the Court notes
 24 Plaintiff did not comply with LRCiv 7.2(c), it will use its discretion and not find this non-
 25 compliance to be “consent to the denial or granting of the motion.” See LRCiv 7.2(i).

26 **A. Wrongful Foreclosure**

27 In Plaintiff’s SAC, he alleges that “[t]he foreclosing party did not have standing to
 28 execute the power of sale clause in the deed of trust.” (Doc. 54 at 23.) Defendants argue

1 that Plaintiff—like in his FAC—fails to identify which Defendant(s) he alleges committed
2 this action. (Doc. 62 at 7.) The Court agrees. Despite the Court already directing Plaintiff
3 to identify specific Defendants as to specific claims, his allegations fail to allege which
4 specific Defendant took a wrongful action related to the foreclosure, let alone allege what
5 this action was. (Doc. 46. at 9.)

6 As to the “standing” arguments, the SPS Defendants and the Court presume Plaintiff
7 argues the following: (i) “the attorney or agents unlawfully signed the notice of default on
8 behalf of the trustee”; (ii) the “foreclosing party” lacked legal authority to execute the
9 power of sale clause in the deed of trust; (iii) there was a conspiracy and collusion of
10 “multiple companies together” to seize Plaintiff’s land: and (iv) Plaintiff never owed a debt
11 pursuant to the Loan Agreement. (Doc. 54 at 8–10 ¶¶ 8.2, 8.17, 8.22.) These arguments
12 are the same as those Plaintiff brought in the FAC, except that Plaintiff added “or agents”
13 to the first argument. (Doc. 13. at 8 ¶ 8.2)

14 When alleging that “the attorney or agents unlawfully signed the notice of default
15 on behalf of the trustee” Plaintiff argues that because “no copy of a license to practice law
16 has ever been seen by Plaintiff, the attorney(s) are not licensed to practice law, therefore
17 unable to sign the notice. (*Id.* at 9 ¶ 8.5.) Plaintiff, again, does not identify which attorney
18 he is referencing. The Court again rejects Plaintiffs nonsensical argument that no attorney
19 is authorized to practice law anywhere in the United States. (Doc. 46 at 7 ¶ 3.4.) Despite
20 Plaintiff, once again, citing to *Schware v. Bd. of Bar Exam’rs of State of N.M.*, 353 U.S.
21 232 (1957), the Court reiterates that this case does *not* stand for such a proposition. (Doc.
22 46 at 9.)

23 Next, Plaintiff argues that the “foreclosing party lacked standing to foreclose
24 because they did not have the legal authority to execute the power of sale clause in the deed
25 of trust.” (Doc. 54 at 10 ¶ 8.17.) Plaintiff fails to identify which Defendant he is referring
26 to, and further fails to back his allegation with legal support. This is entirely vague and
27 conclusory, therefore it fails to state a claim. *Ivey*, 673 F.2d at 268.

28 Plaintiff alleges that “multiple companies together” conspired to take his property.

1 (Doc. 54 at 10 ¶¶ 8.16–8.17.) He again gives no legal, or factual, support for this allegation
2 despite being instructed to do so. (Doc. 46 at 10.)

3 Finally, Plaintiff alleges that foreclosure was wrongful because “the attorney has
4 failed to prove that there was any debt” and “the defendants cannot verify there was any
5 debt.” (*Id.* at 10 ¶¶ 8.20–8.22.) Unsupported conclusory statements like this are
6 insufficient to state a claim. Further, Plaintiff’s claim contradicts itself. In the SAC,
7 Plaintiff admits to making payments on the mortgage (loan) between 2005 and 2016. (*Id.*
8 at 17 ¶ 15.2.) As Defendants note, this evidences assent to and the existence of the Loan
9 Agreement. (Doc. 62 at 9.)

10 For these reasons, the Court does not find Plaintiff’s conclusory allegations that he
11 owes no debt on the property plausible on its face. Therefore, Plaintiff has failed to state a
12 claim for wrongful foreclosure. *See Iqbal*, 556 U.S. at 678. Count I will be dismissed as
13 to both the SPS and Buchalter Defendants.

14 **B. Violation of the Fair Debt Collection Practices Act**

15 Plaintiff next brings a claim under the Fair Debt Collection Practices Act
16 (“FDCPA”). He alleges that “the defendant violated one or more of the provisions
17 contained in 15 U.S.C. §§ 1692a-1692.” (Doc. 54 at 23 ¶ 18.) That said, he does not
18 identify which Defendant(s) violated which provision, or how they violated it. It appears
19 Plaintiff, like in his FAC, alleges only that unspecified Defendants violated the FDCPA by
20 not being licensed to be legal debt collectors in Arizona, and were therefore engaging in
21 fraudulent and deceptive means to attempt to collect a “purported debt.” (Doc. 54 at 21
22 ¶¶ 19.3–19.8.) To the extent that this claim relates to the SPS Defendants, they “reiterate
23 that they do maintain an active and valid Collection Agency License, License #0951556,
24 with the State of Arizona.” (Doc. 62 at 10; Doc. 11.) And to the extent that this claim
25 relates to the Buchalter Defendants, Plaintiff fails to state how they are implicated, let alone
26 any actions they took in violation of the FDCPA. Therefore, Plaintiff has failed to state a
27 claim for a violation of the FDCPA. Count II will be dismissed as to both the SPS and
28 Buchalter Defendants.

1 **C. Violation of the Truth in Lending Act**

2 Plaintiff appears to maintain his Truth in Lending Act (“TILA”) claim against only
 3 that Defendant-attorneys McCarthy and Goulding (Doc. 54 at 6 ¶ 3.1.) He appears to allege
 4 that these Defendants violated Regulation Z, Section 226.23, of the TILA by not including
 5 proper disclosures. (*Id.*) However, as the Court already made clear in its previous order,
 6 Regulation Z, Section 226.23 imposes no requirements upon lenders or their attorneys—it
 7 simply confers a right to rescind specific transactions. (*See* Doc. 46 at 11.) Because
 8 Plaintiff failed, again, to link any action to a statutory violation Plaintiff has failed to state
 9 a valid cause of action under the TILA. *See Iqbal*, 556 U.S. at 678. Furthermore, Plaintiff
 10 continues to argue that Defendants violated the TILA because the United States Supreme
 11 Court has held lawyers are not licensed to practice law in this country. (Doc. 54 at 4 ¶ 3.4.)
 12 Plaintiff again cites to *Schware*, which as previously discussed does not support that
 13 finding. Plaintiff also fails to link how an attorneys’ alleged lack of licensure implicates
 14 the TILA. Therefore, the Court finds Plaintiff failed to state a claim under the TILA. *See*
 15 *Ivey*, 673 F.2d at 268. Count III will be dismissed as to both the SPS and Buchalter
 16 Defendants.

17 **D. Breach of Contract**

18 Plaintiff next alleges that “defendant” is in breach of contract “as the original debt
 19 was zero because the Plaintiff’s financial asset was exchanged for FED’S promissory notes
 20 in an even exchange or 10X face [value] of note.” (Doc. 54 at 24.) Plaintiff once again
 21 did not identify which defendant he is alleging is in breach. He also does not specify which
 22 contract, or provision of a contract, he is bringing this claim under. Defendants assume
 23 this relates to the Loan Agreement. (Doc. 62 at 12.)

24 First, Defendants are correct that there is a six-year statute of limitations for this
 25 claim, barring Plaintiff from bringing it now. *See* Ariz. Rev. Stat. § 12-548 (“An action
 26 for debt shall be commenced and prosecuted within six years after the cause of action
 27 accrues, and not afterward, if the indebtedness is evidenced by . . . [a] contract in writing
 28 that is executed in this state.”). Even without taking this statutory limit into account, the

1 Court wants to reiterate that Plaintiff again contradicts himself. His SAC argues that there
 2 was a breach in, presumably, the Loan Agreement by an unspecified defendant because he
 3 owed nothing. (Doc. 54 at 24.) Then, in the same SAC, Plaintiff concedes that he made
 4 payments under the agreement, meaning the amount on the loan could not be zero. He
 5 even references that he made payments under the Loan Agreement for over ten years. (*Id.*
 6 at 17 ¶ 15.2.) As Defendants note, the only amendment Plaintiff made to his Complaint
 7 does not change that he fails to state a cognizable claim. Plaintiff amended his Complaint
 8 to allege that there was a set of conversations he had with SPS “Ombudsman Department
 9 agents” where he alleges they did not disclose the price for which they sold his home to
 10 BANA. (*Id.* at 14 ¶ 13.8.) Plaintiff, however, does not link how this equates to a breach
 11 of contract. Ultimately, like in its previous Order on the FAC, the Court cannot identify
 12 any specific factual allegations or legal support that give rise to a claim that either set of
 13 Defendants breached a contract with Plaintiff. (Doc. 46 at 12.) Therefore, Plaintiff has
 14 failed to state a claim for breach of contract. *See Iqbal*, 556 U.S. at 678. Count IV will be
 15 dismissed as to both the SPS and Buchalter Defendants.

16 **E. Violation of Federal Trust and Lien Laws**

17 Next Plaintiff alleges that “[t]he defendant violated Federal Trust and Lien Laws
 18 when Veronica Eisert signed on behalf of the trustee without legal authorization.” (Doc.
 19 54 at 24.) Like with much of the previous claims, this remains unaltered from the FAC.
 20 (Doc. 46 at 19.) Plaintiff also, as Defendants note, does not mention which “laws” he is
 21 attempting to bring a claim against Defendants for violating despite being instructed to do
 22 so in this Court’s previous Order. (Doc. 46 at 12.) Therefore, Plaintiff has failed to state
 23 a claim for this count. *See Iqbal*, 556 U.S. at 678. Count V will be dismissed as to both
 24 the SPS and Buchalter Defendants.

25 **F. Slander of Title**

26 Plaintiff brings a claim for slander of title. Plaintiff alleges that “[t]he defendants
 27 have caused to be recorded various documents . . . including a Notice of Trustee Sale which
 28 has impaired the plaintiff’s title which constitutes slander of title.” (Doc. 54 at 24.) Again,

1 this claim is identical to the claim in the FAC. To plead slander of title under Arizona law
 2 a plaintiff must plead: (1) the uttering and publication of the slanderous words by the
 3 defendant, (2) the falsity of the words, (3) malice, and (4) special damages. *Snyder v.*
 4 *HSBC Bank, USA, N.A.*, 913 F. Supp. 2d 755, 770 (D. Ariz. 2012). Plaintiff does not
 5 specify which defendant made a false statement, or what the allegedly slanderous statement
 6 was. If the SAC is liberally read, Plaintiff could appear to allege that any and all of the
 7 defendants acted with malice throughout the proceedings regarding his property. *Ivey*, 673
 8 F.2d at 268. However, this blanket, unsupported and conclusory allegation of ill-will is
 9 nowhere close to meeting the “malice” element to make a claim for slander of title. *Id.*
 10 Therefore, Plaintiff has failed to state a claim for slander of title. *See Iqbal*, 556 U.S. at
 11 678. Count VI will be dismissed as to both the SPS and Buchalter Defendants.

12 **G. Slander of Credit**

13 Plaintiff also brings a claim for slander of credit. He alleges that “the actions and
 14 inactions of the defendants have impaired their credit & BUSINESSES.” (Doc. 54 at 24.)
 15 The only change in this allegation from that of the FAC is the addition of the word
 16 “businesses.” (Doc. 13 at 19; Doc. 54 at 24.) First, Defendants argue that Arizona does
 17 not recognize a cause of action for slander of credit. (Doc. 62 at 15.) However, Defendants
 18 cite that if there were such a cause of action in Arizona, the elements would be: (1) the
 19 defendant made a false defamatory statement about plaintiff, (2) the defendant published
 20 the statement to a third party, and (3) defendant knew the statement was false, acted in
 21 reckless disregard of whether the statement was true or false, or negligently failed to
 22 ascertain the truth or falsity of the statement. (*Id.*); *Snyder*, 913 F. Supp. 2d at 778 (quoting
 23 *Farrell v. Hitchin’ Post Trailer Ranch*, 2011 WL 6057930, at *2 (Ariz. Ct. App. Dec. 6,
 24 2011)). The Court agrees with Defendants that Plaintiff fails to make any of these
 25 showings.

26 To start, the only amendment Plaintiff made to this claim is adding that an
 27 unspecified set of defendants impaired not only his credit, but also his “businesses.” (Doc.
 28 54 at 24.) He again does not state which defendant made what statement, or how that

1 statement was defamatory or false. Although he pleads that his credit is poor and that he
 2 has difficulty obtaining loans, he does not show how this links back to any action by either
 3 set of defendants. (*Id.*) Therefore, Plaintiff has failed to state a claim for slander of credit.
 4 *Ivey*, 673 F.2d at 268. Count VII will be dismissed as to both the SPS and Buchalter
 5 Defendants.

6 **H. Infliction of Emotional Distress**

7 Finally, Plaintiff brings a claim for infliction of emotional distress. Plaintiff alleges
 8 that unspecified defendants have “intentionally or negligently taken actions” that have
 9 cause him “severe emotional distress., stress. Duress, health problems, PTSD, ETC” by
 10 sending him up to 70 letters a week, “harassing phone calls, taping or stapling papers to
 11 [his] home” and “slandering [him]” to others. (Doc. 54 at 24–25.) The Court already stated
 12 in its previous Order that these allegations are insufficient to bring a claim for intentional
 13 infliction of emotional distress. (Doc. 46 at 14.) It finds the same here.

14 To prove a claim of intentional or negligent infliction of emotional distress, a
 15 plaintiff must demonstrate that: “(1) the conduct by defendant was extreme and outrageous;
 16 (2) the defendant either intended to cause emotional distress or recklessly disregarded the
 17 near certainty that such distress would result from his conduct; and (3) severe emotional
 18 distress actually resulted from the defendant’s conduct.” *Bodett v. CoxCom, Inc.*, 366 F.3d
 19 736, 746 (9th Cir. 2004) (cleaned up). Defendants argue that Plaintiff does not allege which
 20 defendant the claim is against, who delivered the alleged letters, or what these letters said
 21 to cause his stress. (Doc. 62 at 17.) They further argue that his SAC fails to demonstrate
 22 the requisite intent for this claim. (*Id.*) The Court agrees and therefore finds Plaintiff has
 23 failed to state a claim for intentional or negligent infliction of emotional distress. *Ivey*, 673
 24 F.2d at 268. Count VIII will be dismissed as to both the SPS and Buchalter Defendants.

25 **I. Leave to Amend**

26 Plaintiff appears to request that if the Court finds the SAC is insufficient, he be
 27 granted leave to amend to “try to do it over.” (Doc. 54 at 2.) Defendants argue leave to
 28 amend would be inappropriate. (Doc. 75 at 6.) Although the Court should grant leave to

1 amend when in the interests of justice, it should not be granted automatically. *See In re W.*
2 *States Wholesale Nat. Gas Antitrust Litig.*, 715 F.3d 716, 738 (9th Cir. 2013). Here, despite
3 being given leave to amend his FAC with direction on how to cure its deficiencies, his SAC
4 remains nearly identical. (Doc. 46.) Because Plaintiff did not make an effort to amend his
5 FAC, the Court will not grant leave to amend now.

6 **IV. CONCLUSION**

7 Accordingly,

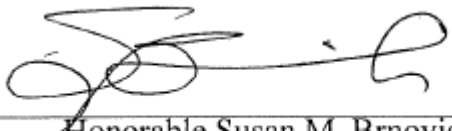
8 **IT IS HEREBY ORDERED granting** Defendants' Randhir Gandhi, Select
9 Portfolio Servicing Inc., and MEB REO Loan Trust IV's Motion to Dismiss Plaintiff John
10 Clark Buchanan's Second Amended Complaint (Doc. 62).

11 **IT IS FURTHER ORDERED granting** Defendants Buchalter, A Professional
12 Corporation, Buzzi L. Shindler, and Stephen F. Best's Motion to Dismiss Plaintiff John
13 Clark Buchanan's Complaint (Doc. 64).

14 **IT IS FURTHER ORDERED dismissing** all claims against Defendants' Randhir
15 Gandhi, Select Portfolio Servicing Inc., MEB REO Loan Trust IV, Buchalter, A
16 Professional Corporation, Buzzi L. Shindler, and Stephen F. Best with prejudice, and
17 without leave to amend.

18 **IT IS FURTHER ORDERED** directing the clerk of the court to enter judgment in
19 accordance with this Order and dismiss the above listed defendants from the case.

20 Dated this 20th day of March, 2024.

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23 
24 Honorable Susan M. Brnovich
25 United States District Judge
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